



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Lodi Public Library Entry Project to SW Allen Construction, Inc., of Sacramento **(\$37,244.75)**

MEETING DATE: November **19,2008**

PREPARED BY Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for the Lodi Public Library Entry Project to SW Allen Construction, Inc., of Sacramento, in the amount of **\$37,244.75**.

BACKGROUND INFORMATION: This project consists of removing and replacing the existing concrete entry to the Lodi Public Library with a new concrete ramp and guardrails. The project also includes the replacement of the existing exterior automatic door system, and other and incidental and related work, all as shown on the plans and specifications for the above project.


In **2005**, the City of Lodi performed a self-evaluation of its facilities and programs to determine what needed to be done to achieve compliance with requirements of the Americans with Disabilities Act (ADA). The front entrance to the Lodi Public Library was identified in the transition plan as being a physical barrier for the disabled community. This project will reconstruct the entrance to the library to meet ADA requirements.

Plans and specifications for this project were approved on September **3, 2008**. The City received the following five bids for this project on October 15, **2008**.

Bidder	Location	Bid
Engineer's Estimate		\$44,100.00
SW Allen Construction, Inc.	Sacramento	\$37,244.75
Diede Construction	Woodbridge	\$37,464.25
AMECA General Engineering	Fairfield	\$40,200.00
SPOSETO General Contractor	Union City	\$56,800.00
* Big B Construction	Stockton	\$31,595.88

*The bid proposal from Big B Construction was submitted with a total bid of **\$34,777.49**. In analyzing this bid, it was discovered that their actual total was **\$31,595.88** when multiplying each unit times the listed unit price, and adding those subtotals. Big B has explained that the error occurred because when they revised the unit price, they forgot to change anything other than the subtotal. Unfortunately, under Lodi's bidding rules it is the price per unit times the unit that controls in the event of a discrepancy between that number and the subtotal. As a result of this mathematical error, Big B Construction has requested that its bid be withdrawn. The City Attorney's office has concluded that Council could probably not hold Big B Construction to the bid because of their mistake and cannot award them the contract at **\$34,777.49**.

APPROVED:



Blair King, City Manager

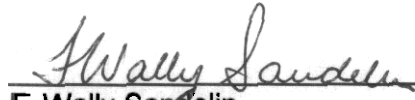
Consider Adopting Resolution Awarding Contract for Lodi Public Library Entry Project to Big B
Construction, Inc., of Stockton (\$31,596)
November 19, 2008
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because it conflicts with our bidding rules. As such the City Attorney recommends Council allow Big B to withdraw and award to the lowest responsive bidder, SW Allen Construction, Inc., in the amount of \$37,244.75.

FISCAL IMPACT: There will be no additional maintenance costs associated with this project.

FUNDING AVAILABLE: Community Development Block Grant Funds (\$86,558)


Kirk Evans, Budget Manager


F. Wally Sandelin
Public Works Director

Prepared by Wesley K. Fujitani, Senior Civil Engineer

FWS/WKF/pmf

cc: City Attorney
Purchasing Officer
Fleet and Facilities Manager
Library Services Director
Community Improvement Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI. State of California, herein referred to as the "City," and SW ALLEN CONSTRUCTION, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents." are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to **do** all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above **set** forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time,

and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of removing and replacing the existing 600 square foot concrete entry to the Lodi Public Library with a new concrete ramp and guard rails. The project also includes the replacement of the existing automatic door system and other incidental and related work, all as shown on the plans and specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Remove Existing Concrete Ramp	LS	LS	\$ 2,254.00	\$ 2,254.00
2.	Import Fill	CY	8	\$ 250.00	\$ 2,000.00
3.	Construct New Concrete Ramp	SF	600	\$ 9.13	\$ 5,478.00
4.	Furnish and Install Guard Rails	LF	75	\$ 182.69	\$13,701.75
5.	Remove and Replace Existing Exterior Automatic Door System	LS	LS	\$ 13,811.00	\$13,811.00
				TOTAL	\$37,244.75

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within 35 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Blair King
City Manager

By: _____

Date: _____

Attest:

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2008-230

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT FOR LODI
PUBLIC LIBRARY ENTRY PROJECT

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on October 15, 2008, at 11:00 a.m. for the Lodi Public Library Entry project described in the specifications therefore approved by the City Council on September 3, 2008; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<u>Bidder</u>	<u>Location</u>	<u>Bid</u>
Engineer's Estimate		\$44,100.00
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WHEREAS, staff recommends awarding the contract for the Lodi Public Library Entry project to the lowest responsive bidder, SW Allen Construction, Inc., of Sacramento, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby allow the withdrawal of the Big B Construction bid and hereby awards the contract for the Lodi Public Library Entry project to the lowest responsive bidder, SW Allen Construction, Inc., of Sacramento, California, in the amount of \$37,244.75.

Dated: November 19, 2008

I hereby certify that Resolution No. 2008-230 was passed and adopted by the Lodi City Council in a regular meeting held November 19, 2008, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk